

**GLEASON AND GLEASON**

**VOLUNTARY POST PETITION CHAPTER 7 FEE AGREEMENT**

**POST FILING ATTORNEY FEES \$512.00**  
**+ COURT COSTS REIMBURSEMENT \$338.00**  
**- ADVANCED PAYMENT \$ 0**  
**= BALANCE DUE UNDER THIS AGREEMENT \$ 850.00**

SCOPE OF POST FILING SERVICES INCLUDE ALL MATTERS ARISING IN THE BANKRUPTCY CASE OTHER THAN ADVERSARY COMPLAINTS AS REQUIRED BY LOCAL RULE. SERVICES TYPICALLY NEEDED INCLUDE ADVICE, COMMUNICATION WITH CREDITORS, UTILITY & PAYROLL NOTIFICATION (IF NECESSARY) REVIEW DOCUMENTS, EXECUTE REAFFIRMATION AGREEMENTS, TIMELY TRANSMITTING REQUIRED DOCUMENTS TO THE CHAPTER 7 TRUSTEE, ATTEND 341 HEARING WITH DEBTOR, PREPARE AND FILE NECESSARY AMENDMENTS. DEBTOR IS RESPONSIBLE FOR PAYMENT AND COMPLETION OF THE DEBTOR EDUCATION COURSE.

CLIENT UNDERSTANDS THAT THEY ARE NOT RESPONSIBLE FOR ANY OTHER FEES UNLESS AND UNTIL THEY ENTER INTO A THIS AGREEMENT PROMISING TO PAY FEES FOR THE REMAINDER OF MY REPRESENTATION IN THIS CASE. CLIENT UNDERSTANDS THAT THEY ARE NOT OBLIGATED TO ENTER INTO AND MAY REFUSE TO SIGN THIS AGREEMENT. HOWEVER, GLEASON AND GLEASON WILL WITHDRAW FROM REPRESENTATION, SUBJECT TO COURT APPROVAL, IN THE EVENT THAT I DO NOT SIGN A SECOND RETAINER WITHIN 10 DAYS OF THE FILING OF MY CASE. CLIENT MAY SEEK OTHER LEGAL COUNSEL OR REPRESENT THEMSELVES IF THEY DO NOT WISH TO BE REPRESENTED BY GLEASON AND GLEASON.

**ADDITION COSTS NOT INCLUDED CLIENT MAY INCUR:**

1. COURT COSTS FOR AMENDING SCHEDULES TO ADD BILLS \$32 (SUBJECT TO CHANGE BY COURT)
2. COURT COSTS TO REOPEN A CASE FOR ANY REASON - \$260 (SUBJECT TO CHANGE BY COURT)
3. TRUSTEE FEES FOR MULTIPLE MISSED 341 HEARINGS

**EXCLUDED SERVICES \*\*\* ADVERSARY PROCEEDINGS ARE EXCLUDED FOR REPRESENTATION - GLEASON AND GLEASON DOES NOT REPRESENT YOU IN ANY ADVERSARY PROCEEDING. ADVERSARIES ARE SEPARATE CASES REGARDING DISCHARGE OF A CERTAIN DEBT - TYPICALLY A CREDITOR ASKING TO NOT BE DISCHARGED DUE TO FRAUDULENT ACTIVITY OF DEBTOR. ADDITIONAL EXCLUDED SERVICES: NON BANKRUPTCY LEGAL WORKING INCLUDING REPRESENTATION IN ANY OTHER COURT, APPEALS, CONVERSION TO ANOTHER CHAPTER, TAX PREPARATION OR TAX ADVICE, MORTGAGE LOAN MODIFICATIONS, OR CREDIT REPAIR OR DISPUTES OF ANY KIND**

THE FEE BEING CHARGED TO YOU IS A FLAT FEE FOR SERVICES RENDERED DURING THE CHAPTER 7 CASE AND WILL BE APPLIED WITHOUT THE NEED FOR THE FIRM TO KEEP DETAILED TIME RECORDS FOR THE SPECIFIC SERVICES INVOLVED. I UNDERSTAND THAT FEES PAID OR TO BE PAID TO GLEASON AND GLEASON, AS PART OF THIS ADVANCE PAYMENT RETAINER SHALL IMMEDIATELY BECOME PROPERTY OF GLEASON AND GLEASON IN AN EXCHANGE FOR A COMMITMENT BY GLEASON AND GLEASON TO PROVIDE LEGAL SERVICES. FUNDS WILL BE DEPOSITED INTO THE MAIN BANK ACCOUNT AND USED FOR GENERAL EXPENSES OF GLEASON AND GLEASON. I UNDERSTAND THAT IS ORDINARILY MY OPTION TO DEPOSIT FUNDS WITH AN ATTORNEY THAT SHALL REMAIN MY PROPERTY AS SECURITY FOR FUTURE SERVICES. HOWEVER, GLEASON AND GLEASON DOES NOT REPRESENT CLIENTS UNDER SUCH A SECURITY RETAINER BECAUSE THE PREPARATION OF A BANKRUPTCY CASE REQUIRES MANY DISPARATE TASKS AND FUNCTIONS; SOME OF WHICH REQUIRE LEGAL EXPERTISE WHILE OTHERS ARE MINISTERIAL IN NATURE. I UNDERSTAND THAT THE BENEFIT THAT I AM RECEIVING UNDER THIS FEE ARRANGEMENT IS THE COMMITMENT OF GLEASON AND GLEASON TO PERFORM ANY AND ALL WORK REASONABLY NECESSARY TO REPRESENT ME IN MY CHAPTER 7 CASE. ABSENT ANY EXTRAORDINARY CIRCUMSTANCES.

CONFLICT WAIVER. THERE IS AN INHERENT CONFLICT WHEREVER ATTORNEYS REPRESENT DEBTORS IN BANKRUPTCY FOR A FEE. THERE HAVE BEEN CASES THAT QUESTIONED WHETHER ASKING YOU TO SIGN AN AGREEMENT AFTER THE FILING OF YOUR BANKRUPTCY CASE TO PAY THE FIRM FOR SERVICES RENDERED AFTER THE FILING OF YOUR CASE PRESENTS A POSSIBLE ADDITIONAL CONFLICT OF INTEREST. THE FIRM MAY ONLY REPRESENT YOU IF THAT REPRESENTATION WILL NOT BE MATERIALLY LIMITED BY THE FIRM'S OWN INTEREST. WE BELIEVE OUR ABILITY TO REPRESENT YOU WILL NOT BE AFFECTED BY YOUR ONGOING OBLIGATION TO PAY OUR POST-PETITION FEE. BY SIGNING THIS AGREEMENT, YOU ARE WAIVING THIS CONFLICT AND ARE ALLOWING US TO REPRESENT YOU. YOU DO NOT HAVE TO WAIVE THIS CONFLICT OF INTEREST AND CAN INSTEAD CHOOSE FOR THE FIRM NOT TO REPRESENT YOU. YOU ALSO HAVE THE RIGHT TO CONSULT SEPARATE COUNSEL TO DISCUSS WHETHER YOU SHOULD WAIVE THIS CONFLICT.

CHECKS MAY BE DEPOSITED ELECTRONICALLY. CLIENT AGREES TO PAY REASONABLE ATTORNEY FEES IF COLLECTIONS BECOME NECESSARY. I ACKNOWLEDGE THAT THE FIRM IS NOT ALLOWED TO ACCEPT A CREDIT CARD PAYMENT FOR ATTORNEY'S FEES FROM A DEBTOR/BANKRUPTCY CLIENT WHO INTENDS TO LIST SUCH PAYMENT OF FEES ON A CREDIT CARD AS A DEBT IN A BANKRUPTCY PROCEEDING. ONLY DEBIT CARDS ARE ACCEPTED. CLIENT UNDERSTANDS COVERAGE ATTORNEYS INCLUDING DEREK LOFLAND, KELLY JOHNSON AND KATHY VAUGHT MAY BE USED. REFUND POLICY: IF CLIENT WANTS TO TERMINATE GLEASON AND GLEASON, CLIENT MUST NOTIFY GLEASON AND GLEASON IN WRITING. GLEASON AND GLEASON WILL THEN PERFORM AN ACCOUNTING OF TIME AND SERVICES PERFORMED AND ISSUE A REFUND CHECK (IF APPLICABLE) WITHIN A REASONABLE TIME. FOR THE PURPOSE OF DETERMINING THE REFUND DUE, GLEASON AND GLEASON'S CURRENT HOURLY RATE IS \$400 AN HOUR FOR ATTORNEY TIME.

CLIENT Resha Franklin  
Resha Franklin

ATTORNEY [Signature]

JOINT CLIENT \_\_\_\_\_ DATE 08 / 13 / 2021